Marketing Project Management
SaaS Solution

Solicitation # 91188

Date: March 5, 2014

Due date for responses: Monday, March 24, 2014 by 12 p.m.

Submit responses (e-mail submittals are acceptable) to:

Amy Kisloski
Assistant Director, Technology Procurement
Amy.Kisloski@umuc.edu
301-985-7707

All questions are to be submitted via email solely to the above mentioned person(s) and must be submitted by Friday, March 14, 2014 at 12 p.m.
1 Background

The University of Maryland University College (UMUC or University) is one of eleven degree-granting institutions under the University System of Maryland. UMUC is a global university specializing in high-quality, career-oriented degree and non-degree programs tailored to the current workforce. Our three predominate constituents include residents of the State of Maryland; members of the U.S. Armed Services and their families, and; national and international students pursuing their higher education goals online. UMUC offers approximately 500 courses overall. Courses are taught in traditional classroom settings at more than 20 locations throughout Maryland and the Washington, D.C. region. Coursework is also offered online through WebTycho, interactive classroom software designed specifically for UMUC.

In 1949, UMUC began providing educational services to U.S. military overseas. Today, UMUC delivers graduate and undergraduate classes in Europe and Asia on military sites for active-duty service members, government employees, and their respective families. UMUC has major divisional headquarters in Germany and the Yokota Air Force Base in Tokyo, Japan. During the past 50 years UMUC has taught more than one million service members at more than 200 locations worldwide through partnerships with the U.S. Armed Services. UMUC now serves more than 6,000 active duty military students on military sites in the U.S., and another 53,000 military students at our European and Asian divisions.

2 Project Scope

UMUC’s Marketing Department (“Marketing”) is looking for a Software-as-a-Service (SaaS) Solution that can support their new creative project intake, tracking, and delivery processes (please follow this link for a Prezi for process overview). Currently, Marketing is using a task management tool, but is looking to upgrade to a SaaS Solution with more capabilities. It is expected that the chosen vendor will assist Marketing in setup, training, customization (if needed), and launch for the first projects loaded into the solution.

Marketing objectives are to:

- Have access to a reliable, cloud-hosted/SaaS Project Management Solution with 99.9% uptime
- Have access to a browser and OS-independent platform that will be accessible via desktop, tablet, or smartphone
- Provide access to core users (intake, print and web content developers, production developers, requestors) and affiliated users (clients, executives, business intelligence)
- Have internal cloud storage or connectivity to cloud storage (ex. Google Drive, Dropbox) for hosting of project assets (images, documents, mockups, etc.)
- Allow requestors to submit project requests via online form that Marketing could customize for various types of requests (e.g. new projects, change requests, etc.)

2.1 General Requirements

The solution should include, but is not limited to the following:
[NOTE: If vendor service does NOT include any of the requirements below, please explain how to best deliver similar functionality using the proposed solution’s existing tools]

- **Users & Roles**
  A function where users are assigned to groups (e.g. Writing Team) and either individual users or groups are assigned to roles and/or tasks. This function should allow access levels to be extended to different users/groups. The product must be capable of
integrating with the University’s Single Sign On platform via the Security Assertion Markup Language (SAML) protocol, with the product acting as a SAML service provider.

- **Job Numbering**
  A job numbering system that syncs online task management and offline asset (usually print) tracking. This system should allow for a main job/project number and associated sub-numbers.

- **Timeline Management**
  Functionality to help manage timeline functions, such as Gantt charts (including dependencies), completion dates, status (green/yellow/red), and conflict identification

- **Scheduling & Workforce Capacity Monitoring**
  Solution should allow Project Managers and individuals to look at schedules and capacity levels for groups and individuals in order to more effectively plan projects and schedule work staff

- **Email Notifications**
  Ability for users to opt in/out to email notifications from the service for a variety of triggers (e.g. new tasks, approaching deadlines, scheduling conflicts, etc.).

- **Prioritization**
  Ability to assign number/ranking to prioritize project in system;

- **Document Templates**
  System should include templates (either out of the box or custom-generated) that provide repeatable ways for information to be entered into the system (project requests, creative briefs, estimates, invoices, etc.).

- **Online Document Markup**
  Solution should allow for online markup and/or commentary of individual project assets to be stored and shared.

- **Tagging & Categorization**
  Solution should allow categorization and/or tagging function to assist in filtering, sorting, and reporting on projects in process or archive

- **Reporting & Dashboards**
  Solution should deliver reports/views that are useful at various levels (portfolio, project, group, individual) and allow for customized reports to be created and stored per needs of platform users. The Solution should also allow for content to be regularly exported in ways to support business intelligence/data warehousing.

- **Archiving & Reuse**
  Solution should provide opportunities for previous work to be stored for future use and for oft-repeated functions to be saved and easily reused across multiple projects (ex. store a process for creation of an HTML email, which is a component of many Marketing projects)

**2.2 Optional Features**

In addition to the required features listed in Section 2.1, UMUC’s Marketing department desires the following features to be proposed as optional add-ons to the Solution:
• Time tracking/evaluation capabilities;
• Advanced email functionality – ability for emails to be fed back into the system and attached to appropriate project/task;
• Enhanced prioritization – ability to rearrange tasks based on priority;
• API or other customization options – for example, web-based forms that could allow users outside the system to submit requests;
• Enhanced document mark-up - a function that allows online markup and version tracking

3 Description of Work/Deliverables

The deliverables for the Marketing Project Management Solution will include:

• A Project Plan detailing how the solution will be installed and implemented;
• Accessibility of the fully installed Marketing Project Management Solution;
• Required customizations and configurations;
• Suggested industry standard SLAs, to include SLAs for minimum system availability and SLAs for incident management support;
• Support and Escalation – points of contact for support and escalation if incidents are not resolved;
• Comprehensive plan detailing ongoing maintenance and upgrade processes and schedules;
• Training services for the Solution – train-the-trainer and end user.

All documents, diagrams, materials provided by UMUC in connection with this engagement are the sole and exclusive property of UMUC and are proprietary and confidential to UMUC. All documents, diagrams, and other material provided by UMUC must be returned to UMUC at the conclusion of this engagement.

All Deliverables are considered to be “Works for Hire” and will be the sole and exclusive property of UMUC and will be proprietary and confidential to UMUC.

UMUC is seeking a Marketing Project Management SaaS Solution to be launched by May 30, 2014.

4 Proposal Criteria

The purpose of this response is to display full comprehension of the Solution to be provided and how such a Solution will be provided to the University.

It is the Proposer’s responsibility to tailor its responses to the proposal contents indicated in items 4.1 through 4.4 below to demonstrate its qualifications to perform the required scope of work as provided in Sections 2 and 3 above. Proposers are requested to compile their proposals in the same order as requested below.

4.1 Approach and Methodologies:

The Proposer is to provide a narrative of how the firm will provide the requested services in the Statement of Work. Include in this narrative:

a. Description of the proposed Marketing Project Management Solution and the deliverables outlined in the Statement of Work for the project;
b. Project breakdown and anticipated timeline for the activities required to accomplish the scope of work and provide the required deliverables by the required project completion date of May 30, 2014;

c. Identify UMUC resource needs and responsibilities in the Approach;

d. Identify any assumptions in the Approach.

4.2 Company Profile/Demonstration of Prior Work

The Proposer is to provide a narrative regarding the Company Profile and demonstration of similar work with other clients (preferably for an educational client), to include the following elements:

a. A brief history of the firm’s experience with project management services as it pertains to an online/SaaS model, including previous upgrade/improvement schedules;

b. Demonstrate expertise working with and training clients with moderate-to-little experience using Project Management platforms

c. A list of clients, preferably educational, and references* who exhibit similar characteristics and use similar processes as UMUC Marketing.

*Note regarding references: It is imperative that the contact names and phone numbers given for the contracts/clients listed for the proposed personnel are accurate. The contact person should be capable of speaking to the person’s capability in performing the services required. References will be held in the strictest of confidence.

UMUC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

4.3 Project Management and Staffing of the Contract and Resumes of Key People

The Proposer is to provide the following:

a. Organizational Chart of the proposed personnel should be provided including names, titles, and roles/responsibilities.

4.4 Pricing

Fixed Fee pricing is required for setup, implementation, training, solution launch, support fees and any add-on capabilities are also requested in a Fixed Fee format for the initial term and option year(s). Please use the attached Price Proposal Form (Attachment A) to supply the proposed pricing. Please provide a copy of your price proposal separate from your technical response to this requirement.

Pre-authorized travel will be reimbursed pursuant to UMUC’s “Policy on University Travel,” Policy 380.10, attachment B to this Solicitation. If applicable, include an estimated amount for travel related services.

The resulting contract for this solicitation may not exceed $100,000.00.
5 SOLICITATION SCHEDULE:

Solicitation Issue Date: 3/5/2014

All Questions Submitted by: 3/14/2014, 12 pm EDT

Proposal Due Date & Time: 3/24/2014, 12 pm EDT

Vendor Discussions (if requested): To be scheduled week of 3/31/14, if needed.

Anticipated Award date: 4/7/14

Anticipated Start date: 4/14/14

6 SUBMISSION AND EVALUATION OF THE PROPOSALS:

Technical and Price Proposals are to be provided by the due date noted on the cover of this Solicitation. Proposals must be submitted electronically to:

Amy Kisloski
Assistant Director, Technology Procurement
Amy.Kisloski@umuc.edu
301-985-7707

By submitting the Proposals electronically, proposing firm is granting UMUC the permission to provide the Proposals to appropriate internal UMUC staff for evaluation purposes.

Proposals must be submitted by an individual of the firm who can bind the firm to all contents of the response.

Contractors should give specific attention to the identification of those portions of the Proposals that the Contractor deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Contractor’s position regarding its Proposal. A blanket statement, by a Contractor, that its entire Proposal is confidential or proprietary, will not be upheld.

Proposals will be evaluated for technical merit as well as price. Proposals will be evaluated for the firm that provides the most advantageous proposal to UMUC considering technical approach to providing the Solution, firm profile and experience, and price. The University may shortlist and schedule discussions with the shortlisted firms. Vendor Discussions, if needed, will be held the week of March 24, 2014. The proposed Project Manager or Lead Consultant is to attend this session, preferably in person, however, in order to meet the procurement schedule, UMUC may consider such sessions to be held via webex or teleconference.
The technical aspects of the response will weigh greater than the price, that is, a Contractor’s response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the Contract. The decision as to the “most advantageous” is solely at the University’s discretion.

Further information may be requested by the University during the evaluation process.

UMUC reserves the right to reject in whole or in part, any and all proposals without liability and/or to accept any bid in the interest of the University, the University System of Maryland, and/or the State of Maryland.

7 RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT:

A University contract will be issued to the selected firm. In responding to this Solicitation, proposers are accepting that they will agree to execute the attached Agreement including mandatory Terms and Conditions for contract award. As part of the attached Agreement, the awarded contractor shall be entering into a Non-Disclosure Agreement with UMUC for confidentiality and protection of UMUC’s intellectual property. (Refer to Article 7 of the Agreement). The resulting contract shall be a not to exceed amount. All work product and documentation shall be regarded as “work for hire” and are the property of the University of Maryland University College, and may not be copied or reproduced without its expressed written permission.

Attachments:
- Attachment A – Price Proposal Form
- Attachment B – UMUC Professional Services Contract
- Attachment C – UMUC Policy 380.10 – Policy on University Travel
- Attachment D – Iran Affidavit
Please provide fixed-fee pricing using the following tables.

### Software-as-a-Service (SaaS Fees)

<table>
<thead>
<tr>
<th>Item</th>
<th>1-Year Initial Term</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Optional 1-Year Renewal Term</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Optional 1-Year Renewal Term</th>
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<tbody>
<tr>
<td>Setup Fee</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Implementation Fee</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Solution Launch Support Fees</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Subscription Fee (per year)</td>
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### Training Fees (fixed fee/per hour)

<table>
<thead>
<tr>
<th>Resource Title</th>
<th>1-Year Initial Term</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Optional 1-Year Renewal Term</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt; Optional 1-Year Renewal Term</th>
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### Add-on Features/Functions (fixed fee)

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<th>Item</th>
<th>1-Year Initial Term</th>
<th>1&lt;sup&gt;st&lt;/sup&gt; Optional 1-Year Renewal Term</th>
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ATTACHMENT B

UMUC Professional Services Contract

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
CONTRACT #

PROFESSIONAL SERVICES

March __, 2014

CONTRACTOR: __________________________
Federal Employer ID: __ - _________
Address: _____________________________________________

Contact Person: __________________________
Contact Phone: __________________________
Contact Fax: __________________________
Contact Email: __________________________

UMUC Ordering Office: __________________________
Project Coordinator: __________________________
Coordinator Phone: __________________________
Coordinator Email: __________________________

UMUC Procurement Officer
(i.e. Contract Manager): __________________________
Phone Number: __________________________
E-mail address: __________________________

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THIS CONTRACT ("Contract") is made as of this _____ day of ____________, 2014 by and between __________________, a corporation organized under the laws of the State of _______, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

RECITALS

The University issued a Simplified Solicitation document on _____ __, 2013, to solicit a provider of ______________________ services. The Contractor submitted a technical proposal and price proposal dated _____ __, 2013, and accepted by the University ("collectively Proposal") in response to the Simplified Solicitation. The University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide to the University, Consultation and Training services (the "Services"), as ordered by the University, in accordance with the terms and conditions of this software Contract.

1.2 This Contract consists of multiple documents as follows in order of precedence:

   - This Contract Form (pages 1 through __);
   - If applicable, The Solicitation #_________ and all amendments to the solicitation, or absent a Solicitation, the UMUC request for submittal of a Proposal;
   - Contractor's Technical Proposal dated ___________ as to Sections ___ only and Price Proposal dated ___________; and,
   - Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 This Contract shall be in effect from date of award through June 28, 2013. All products and services must be received and accepted no later than June 28, 2013.

2. PROFESSIONAL SERVICES

2.1 The Contractor shall perform the Project as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.
2.2 The maximum fee for the Contractor's professional services is __________. The Contractor's fees for services required to complete the Project shall not exceed the maximum fee without prior written approval of the Procurement Officer.

2.3 The UMUC Office of ______________ will designate a staff member to act as coordinator ("Project Coordinator") between UMUC and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

2.4 The professional services team for the Project, if applicable, shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's review and approval. Notification requesting a change in key and/or proposed personnel shall be in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall also be reported to UMUC in writing as they occur.

2.5 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

3.1 Contractor's fees shall not exceed the rates set forth in the Contract per the Contractor's price proposal dated _____ __, 2013 as revised without prior written approval of the Procurement Officer.

3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.
3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4. WORK PRODUCT

4.1 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the “Work”) shall be the sole and exclusive property of the University. Upon the University’s request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.

4.2 Notwithstanding the terms of Paragraph 4.1, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

4.3 Contractor and the University intend for this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to the University and/or its successors, assigns the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

4.4 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.

4.5 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

4.6 Software (if required)

Contractor hereby Warrants and Represents

A. That it shall perform all of the Work in a professional manner in accordance with industry standards for software development and related services, and that
the software development and related services will conform to the specifications in the Agreement.

B. The Contractor is the owner or authorized user of the Contractor’s software and all of its components, and Contractor software and all of its components, to the best of Contractor’s knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.

C. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

D. Contractor has used industry standards for vulnerability testing and software quality code reviews to ensure that software is free of any and all "time bombs," computer viruses, copy protect mechanisms or any disclosed or undisclosed features which may disable Contractor software or render it incapable of operation (whether after a certain time, after transfer to another central processing unit, or otherwise).

E. If applicable, Parties may if required, under this Agreement, execute one or more agreements to create an escrow for the benefit of UMUC (collectively the “Escrow Agreement”). The cost of the Escrow account shall be borne by UMUC.

F. If an Escrow Agreement is executed, the CONTRACTOR, as an obligation under this Agreement, shall perform its obligations under the Escrow Agreement.

5. EVALUATION AND ACCEPTANCE PROCEDURE

5.1 Upon completion and delivery of each deliverable by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMUC of each deliverable. Contractor will demonstrate to UMUC that the deliverable has been completed or has occurred and will provide UMUC with written notice of the same.

5.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, within thirty (30) business days of receipt by UMUC of a scheduled deliverable from Contractor, UMUC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMUC will provide written confirmation to Contractor that the deliverable is accepted.

5.3 If the deliverable does not Materially Conform, UMUC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMUC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMUC. If the
deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMUC may, at its sole discretion may, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

5.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.

6. INTELLECTUAL PROPERTY

6.1 Neither party may use the other party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.

6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

7. CONFIDENTIAL INFORMATION

7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University’s Confidential Information (as defined herein). For purposes of this Contract, “Confidential Information” means all information provided by the University to Contractor, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

7.4 Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law, including
but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 6I shall be a material breach of this Contract.

7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Office of Legal Affairs  
University of Maryland University College  
3501 University Boulevard East  
Adelphi, MD 20783

7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.
7.10 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance.

8.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, the University will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the University, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

8.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party’s public image, programs or operations.

9. DISTRIBUTION OF RISK

9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as referenced in Paragraph 10.23. Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.

9.2 Contractor shall indemnify and hold harmless the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys’ costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor’s performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMUC’s request defend the University or settle any such liabilities, claims, or demands.

9.3 Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the
Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures.

10.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

10.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

10.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

10.5 Subcontracting and Assignment.

10.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the University nor
may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. The University shall not be responsible for the fulfillment of the Contractor’s obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.

10.5.2 Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to the University. Contractor may designate a third party to receive payment without the University’s prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.

10.6 Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

10.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

10.8 No Third Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.

10.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For the University:

University of Maryland University College
Procurement Department
Attn: Procurement Officer
3501 University Blvd East
Adelphi, MD 20783-8044

For the Contractor:

________________________
________________________
________________________

10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed
diligently with the performance of the Contract in accordance with the procurement officer’s decision.

10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

10.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

10.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

10.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

10.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

10.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12 month period of time involving cumulative consideration in the aggregate of $100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
10.17 **Anti-Bribery.** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

10.18 **Ethics.** This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.

10.19 **Compliance with Laws.** The Contractor hereby represents and warrants that:

10.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

10.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

10.19.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

10.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

10.20 **Indemnification.** UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

10.21 **Multi-Year Contracts Contingent Upon Appropriations.** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10.22 **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the
regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

10.23 Insurance

10.23.1 The Contractor shall secure, and shall require that subcontractor's secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract inclusive of the requirements in the solicitation documents:

Commercial General Liability Insurance including all extensions-
Not less than $1,000,000 each occurrence;
Not less than $1,000,000 personal injury;
Not less than $1,000,000 products/completed operation
Not less than $1,000,000 general aggregate
Workmen's compensation per statutory requirements
If applicable, Fiduciary Bonding of Workers with access to credit card information

Professional liability insurance in an amount not less than $1,000,000

10.23.2 All policies for liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as and additional named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guest of the University.

10.23.3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy". Upon the request of the Procurement Officer, a certified true copy of each policy of insurance including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-" or better.
IN WITNESS WHEREOF, the parties, by their authorized representatives have executed this Contract.

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

By: _________________________ By: _________________________
Name: _______________________ Name: _______________________
Title: ________________________ Title: ________________________
Date: _________________ Date: _________________
ATTACHMENT C
UMUC Policy 380.10 – Policy on University Travel

Policy 380.10-Policy on University Travel

ORIGINATOR: Business Officer

SUBJECT: Policy on University Travel

I. Introduction
This UMUC Travel Policy provides UMUC’s travel and reimbursement policy and procedures to be followed when UMUC faculty and staff travel for the purpose of engaging in official UMUC business. This Policy incorporates the University System of Maryland (USM) Travel Policy VIII-11.00 and includes a link to Policy Attachment 11.10, Schedule of Reimbursement Rates.

II. Policy
UMUC will only pay for and reimburse Travelers (as defined below) for travel on UMUC matters (“UMUC Travel”) when the procedures outlined below for each UMUC division are followed. The President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, or Senior Vice President of Partnerships, Marketing, and Enrollment Management can elect to make exceptions to the policies outlined on an as-needed basis.

III. Definitions
A. Traveler is defined as a UMUC faculty or staff member who is traveling to engage in official UMUC business. The President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, and Senior Vice President of Partnerships, Marketing, and Enrollment Management have the authority to designate non-UMUC faculty and staff as a Traveler within the meaning of this Policy.
B. Local Travel
1. UMUC Stateside: Stateside Local Travel is defined as in-state travel. Stateside Local Travel includes travel throughout the State of Maryland as well as within the Washington, D.C., metropolitan area (for example, D.C., Alexandria, Reston and Fairfax, VA). It does not include an overnight stay.
2. UMUC Overseas Divisions: Overseas Local Travel is defined as travel which does not include an overnight stay.
C. Non-Local Travel
1. UMUC Stateside: Non-Local Travel is defined as all out-of-state travel and any in-state travel which includes an overnight stay. (See B.1. above for the definition of in-state travel.)
2. UMUC Overseas Divisions: Non-Local Travel is defined as travel which includes an overnight stay within the geographical areas applicable to the Division.
D. International Travel
1. UMUC Stateside: International Travel is defined as travel outside of the United States.
2. UMUC Overseas Divisions: International Travel is defined as travel to a location outside the geographical areas applicable to the Division.
E. Overseas Faculty Travel for Teaching Purposes
1. Travel outside Division sites to an Overseas teaching/working location is defined as overseas Travel.
2. Travel within Division sites is defined as Intra-theater PCS Travel or Intra-theater TDY Travel depending on the number of days the faculty member or staff member is assigned to the location.

IV. Approval Procedures

Obtaining Approval for Travel: For all UMUC Divisions (UMUC Stateside, UMUC Europe and UMUC Asia), the UMUC Travel Authorization Request Form is to be utilized to obtain the required pre-approval which includes the purpose of the travel and estimated cost. The form is available on the UMUC Intranet at the Travel Homepage.

A. Local Travel

1. UMUC Stateside
   a. Travelers do not need to obtain formal pre-approval, but they should ensure that their direct supervisor knows of the planned travel.
   b. A Traveler shall obtain prior approval from his/her department manager or authorized direct supervisor to use his/her personal vehicle for Local Travel.

2. UMUC Overseas
   a. UMUC Asia and UMUC Europe Travelers must obtain pre-approval from their department manager or authorized direct supervisor for all Overseas Local Travel. For UMUC Asia Overseas staff (i.e., Area Director, Academic Advisors, Academic Deans and Financial Advisors) where Overseas Local Travel is an inherent part of their job function, the submission of an approved annual travel plan by the employee’s department head will constitute approval of Overseas Local Travel.

B. Non-Local Travel

1. UMUC Stateside
   a. Travelers must obtain written pre-approval from the appropriate Cabinet member prior to initiating Stateside Non-Local Travel arrangements or commencing the travel. Cabinet members shall obtain prior approval from their supervisor.
   b. UMUC funds may only be utilized for airline or train travel via coach fare. Travelers who choose to travel in a class that is more expensive than coach will be responsible for any portion of the fare that exceeds the cost of the coach ticket.
   c. Travelers who choose to extend their stay to include days prior to or following authorized business travel dates are responsible for any cost related to the extended stay as this is considered personal travel and any related costs are not reimbursable.

2. UMUC Overseas
   a. Travelers must obtain written pre-approval from the Senior Vice President of Overseas Operations or designee prior to initiating travel arrangements or commencing the Overseas Non-Local Travel.
   b. For UMUC Asia Overseas staff (i.e., Area Director, Academic Advisors, Academic Deans and Financial Advisors) where travel is an inherent part of their job function, the submission of an approved annual travel plan by the Department Head will constitute approval of Overseas Non-Local Travel.
   c. This approval is required even if the Non-Local Travel is at no cost to UMUC.

C. International Travel

1. UMUC Stateside: Travelers must obtain written pre-approval from the appropriate Executive Committee member, as applicable. International travel by an Executive Committee Member must be approved by the President. International Travel by the President must be approved by the Chief Business Officer.

2. UMUC Overseas: Travelers must obtain written pre-approval from the Senior Vice President of Overseas Operations. International Travel by the Senior Vice President of Overseas Operations must be approved by the President.

V. Reservations and Ticketing

A. General Information

1. Travelers and travel arrangers should ensure that all arrangements are reasonable and appropriate and be alert to possibilities to obtain air, hotel and rental car services at the discount rates available to the University System of Maryland or institution. All Travelers are expected to make advance bookings, using the least expensive logical fare via the most direct route (or other reasonable routing that results in a lower fare). Often, air travel is less expensive
than traveling by car. All air and rail tickets must be purchased through the contract travel service vendors identified by UMUC. 2. UMUC Overseas Travelers must contact the Overseas Logistics Office for travel arrangements or to obtain prior written approval for the Traveler to make his/her own travel arrangements. B. Travel Changes 1. If travel plans change, UMUC will pay cancellation penalties ONLY when the change was made for the convenience of UMUC or necessitated by emergency circumstances. If travel plans change for the Traveler’s benefit, the Traveler bears the costs associated with the cancellation. The Traveler (or unit) shall contact the applicable travel agency/coordinator/Logistics Office to pursue possibility of refunds resulting from an emergency situation. 2. If an emergency situation arises such as weather delays or other delays due to airline situations, the Traveler shall contact the Travel Office or Logistics Office to coordinate flight changes and/or extend the hotel stay. C. UMUC funds may not be used for the purchase of flight insurance.

VI. Reimbursement

A. Reimbursement Policy

1. All reimbursement requests are to be submitted on UMUC’s Expense Statement form found on the UMUC Intranet on the Travel Web site.
2. All reimbursements must be documented with actual receipts (except for meals per diem).
3. All reimbursements must be submitted within thirty (30) days of the completion of travel, unless an exception is made by the Chief Business Officer, or his designee.

B. Lodging

1. The cost of hotel accommodations will be reimbursed on the basis of receipts at the single room rate unless the room is shared by two (2) UMUC employees for whom the double occupancy rate would apply. Travelers are required to stay at a reasonably priced hotel.
2. Any overage above the single room rate, which is a result of non-official travelers utilizing the accommodations, will be the personal financial responsibility of the Traveler.
3. UMUC Stateside Travelers to UMUC Europe must stay at the Hotel Rose or Hotel Ibis. UMUC Stateside Travelers to UMUC Asia must stay on the base. Exceptions must be approved in writing by the Senior Vice President of Overseas Operations prior to the travel.

C. Extended Travel

From time to time, UMUC Stateside or Overseas staff and faculty may have extended assignments at a UMUC Overseas location. The University may lease a house or apartment at an overseas location for use of the UMUC faculty or staff assigned to that location. Depending on the length of the assignment and other circumstances, the faculty and/or staff member may be responsible for the payment of rent and other related expenses.

D. Meal Reimbursement

1. UMUC Stateside
a. The USM Chancellor and Board of Regents establish per diem rates for meal reimbursements in USM Policy Attachment VIII, 11.10 (Schedule of Reimbursement Rates). This information is available on the USM Web site. The USM Chancellor will review the information in the Schedule of Reimbursement Rates at a minimum during the first quarter of the fiscal year and provide the institution with a current schedule of reimbursement rates.
b. For Stateside Non-Local Travel, the per diem rates may be increased for high cost areas as identified on the UMUC Travel Web site.
c. A partial day’s travel is eligible for the appropriate meal (s) consumed when travel time encompasses a period of two hours before and two hours after the meal (s).
d. Travelers cannot claim the per diem reimbursement for meals that are included under other arrangements during travel such as meals in flight, meals included in the conference registration fee, meals purchased for the Traveler by others, etc.
e. Travelers will be reimbursed only at the per diem rates; receipts are not required. Meal reimbursement will not be reimbursed at an amount greater than the per diem, per meal amount; except as provided for under Policy 390.20-Official Meal Expenses.
f. International travel for Stateside Travelers is reimbursed at the U.S. Department of State Meal and Incidental (M&IE) rate which includes both meals and incidentals. UMUC will only reimburse for the meal portion of this rate. For policy on incidentals, see Miscellaneous Travel Expenses below. These can be found at the UMUC Travel Web site.
g. UMUC funds may not be used for the purchase of alcoholic beverages.

2. **UMUC Overseas Divisions**
   a. Travelers will be reimbursed at the per diem rates established by the Senior Vice President of Overseas Operations, as approved by the department manager or authorized direct supervisor as necessary regardless of whether the travel is local or non-local.
   b. Travelers will not be reimbursed for alcoholic beverages, unless pre-approved by the Senior Vice President of Overseas Operations or designee.

E. **Vehicles**

1. **Use of State-Owned Vehicles**
   a. State-owned vehicles may be driven only by University System officers and authorized institution and System personnel and only when acting within the scope of their public duties.
   b. Students for whom the State Treasurer has issued an insurance certificate are considered authorized personnel for this purpose.
   c. A volunteer may be considered authorized personnel only when he or she is engaged in providing a service to the institution, is not paid by the institution, and is providing the service as part of a formal volunteer program.
   d. Any person driving a state-owned vehicle must have a valid driver’s license, comply with all traffic laws and obtain approval as required by this Policy.

2. **Personal Vehicles:** Properly insured personal vehicles may be used for travel on UMUC business. The use of a personal vehicle will be reimbursed at the rate established in the USM Policy which is available on the [USM Web site](#) when travel is in compliance with this UMUC Policy.
   a. Local Travel on a weekday is calculated from the Traveler’s UMUC office location or point of departure to destination and return, whichever is closer.
   b. Local Travel on a weekend or Non-Local Travel is calculated from the Traveler’s point of origin.
   c. No mileage will be reimbursed for travel between locations in the College Park and Largo vicinities such as PG Metro, University Center, UMUC facilities located in Largo, Adelphi, USM and/or UMD-College Park.

3. **Car rentals:** Where a car rental is deemed necessary and approved by the President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, or Senior Vice President of Partnerships, Marketing, and Enrollment Management, the Traveler is expected to lease the least expensive car which will accommodate the trip’s requirements. Travelers should take advantage of University System, Federal and State Government, and institution vendor discount rates which are available. A Traveler shall not obtain Collision Damage Waiver (CDW) car rental insurance coverage for travel within the United States. UMUC Overseas Travelers who rent a car outside the United States are to check with the Overseas Logistics Office regarding car insurance. The Traveler will be reimbursed for gas purchased at a gas station with receipts. If feasible, the Traveler should fill the gasoline tank at a gas station prior to returning the car to the rental agency.

4. **Train/Subway/Light Rail/Bus:** When a Traveler is traveling via these methods, the Traveler is to provide actual receipts in order to be reimbursed.

5. Multiple travelers to one destination should carpool when feasible.

6. In the event of an accident while on University business, the Traveler must notify his/her supervisor and the Travel Coordinator or Logistics Office as soon as is feasible.

F. **Miscellaneous Travel Expenses**

Reimbursement of miscellaneous expenses such as telephone calls, laundry/valet, parking fees and the like are acceptable only as noted below.

1. **Parking, Taxi/Shuttle, Telephone and Laundry Costs:** These expenses will be reimbursed based on actual costs with receipt as approved: a) by the department manager or authorized direct supervisor for Local Travel and b) by the appropriate Cabinet member for Non-Local Travelers reasonable and necessary. For example, Travelers to airports should take advantage of long term parking lots, whenever available, rather than the more costly daily garages.

2. The following are examples of expenses that will be reimbursed with a receipt:
Reasonable expenses for ground transportation to and from airports, railroad stations, hotels and meeting places
- Parking fees
- Bridge, highway or related tolls
- Telephone calls necessary to obtain transportation and hotel reservations
- Telephone calls allowing travelers to stay in reasonable contact with their office or family
- Laundry service is permissible when the travel is in excess of 5 working days
- Internet connection, fax service or other office services/supplies if needed to conduct UMUC business
- Excess baggage charges

3. Baggage Handling Gratuities: Moderate gratuities will be reimbursed for baggage and/or when the Traveler is transporting UMUC materials and equipment. Actual receipts are not applicable for such expenses.

VII. Travel with Non-University Employees
When non-University employees (such as spouses, children, etc.) travel with UMUC Travelers but are not serving as agents of the institution, Travelers should be careful to maintain a record of individual expenses. UMUC will not reimburse any expenses incurred on behalf of the non-University employee. Likewise, air fare or any other travel expense that is directly billed to the institution should not include expenses for spouses.
ATTACHMENT D

AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) ________________________________ and the duly authorized representative of (business) ________________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

   (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

   (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ____________________________ By: ________________________________